slightly below the ordinary standard of trustworthiness, in a case of extreme need.

INJUNCTIONS — ACT RESTRAINED — INJUNCTION AGAINST EXHIBITING MOTION PICTURE OBTAINED THROUGH INDUCING BREACH OF NEGATIVE COVENANT. — The plaintiff contracted with an actress of unique ability for her services in producing the first motion picture play in which she was to appear, and the actress expressly covenanted not to appear for anyone else. Through fraudulent misrepresentations, the defendant induced her to break her contract with the plaintiff and act for a picture for the defendant. Later she returned to fulfill her contract with the plaintiff, who now seeks to enjoin the defendant from exhibiting films "featuring" her. *Held*, that the demurrer to the bill be overruled. *Jesse L. Lasky, etc. Co.* v. *Fox*, 157 N. Y. Supp. 106 (Sup. Ct.).

The defendant, by inducing the actress to render him services to which the plaintiff under his contract was exclusively entitled, committed a legal tort upon the plaintiff. *Lumley* v. *Gye*, 2 El. & Bl. 246; *Ashley* v. *Dixon*, 48 N. Y. 30; *Walker* v. *Cronin*, 107 Mass. 555. Legal damages for inducing the breach of such a contract are a wholly inadequate remedy. Hence with a view to prevent further breaches of the contract by the actress equity would restrain the wrongdoer from accepting the services. *Lumley* v. *Wagner*, 1 DeG. M. & G. 604; *Manchester, etc. Co.* v. *Manchester, etc. Co.* (1901), 2 Ch. 37, 51; *Donnell* v. *Bennett*, 22 Ch. 835. However efficacious this may be in dealing with the "legitimate" stage, it is apparent that with moving picture plays, once the pictures have been taken, such a remedy is quite useless. For the difficulty is not in preventing the defendant from inducing further breaches of contract, but to protect the picture monopoly for which, in substance, the plaintiff has contracted and to which he is entitled. It is well settled, however, that equity will enforce against a wrongdoer specific reparation for his tort in cases of unique injury. *Duke of Somerset* v. *Cookson*, 3 P. Williams 390; *Beresford* v. *Driver*, 14 Beav. 287, 16 Beav. 134; *Williams* v. *Carpenter*, 14 Colo. 477. Again equity will enjoin the negotiation of negotiable instruments illegally obtained. *Smith* v. *Aykwell*, 3 Atkyns 566. On these analogies, since by his wrongful acquisition of the films, the defendant in the principal case has destroyed the plaintiff's monopoly, the plaintiff should be secured specific reparation of the injury by enjoining the defendant from showing the pictures.

INSURANCE — INCONTESTABILITY CLAUSE — DEFENSE OF FRAUD IN PROCURING POLICY. — A life insurance policy contained a clause making it incontestable from its date except for non-payment of premiums. In an action brought by the beneficiary to recover the amount of the policy the defendant company set up the defense of fraud in procuring the policy. The plaintiff demurred. *Held*, that the alleged fraud is no defense. *Duvall* v. *National Ins. Co.*, 154 Pac. 632 (Idaho).

Many life insurance policies provide that the policy shall be incontestable after a period of two or three years, some states requiring this by statute. It is universally held that the expiration of this period bars the defense of fraud in procuring the policy. *Mass. Benefit Life Ass.* v. *Robinson*, 104 Ga. 256, 30 S. E. 918; *Wright* v. *Mutual Benefit Life Ass.*, 118 N. Y. 237, 23 N. E. 186; *Murray* v. *State Mutual Life Assurance Co.*, 22 R. I. 524, 48 Atl. 800. These cases are put on the ground that the parties have contracted for a short period of limitations. Such contracts are very generally held valid. *Riddles-Barger* v. *Hartford Ins. Co.*, 7 Wall. (U. S.) 386; *Gooden* v. *Amoskeag Fire Ins. Co.*, 20 N. H. 73. *Contra, Union Central Life Ins. Co. v. Spinks*, 119 Ky. 261, 83 S. W. 615. But when the stipulated incontestability is from the inception of the policy this reasoning fails. It is clear that on grounds of public policy the courts will prevent a person who has procured an ordinary contract by fraud

from shielding himself by inserting a clause that the contract is incontestable. *Bridger* v. *Goldsmith*, 143 N. Y. 424, 38 N. E. 458; *Hofflin* v. *Moss*, 67 Fed. 440; *Redmond* v. *Wynne*, 13 N. S. Wales (Law) 39. But it is suggested that in life insurance contracts, this public policy is overborne by the facts that the company, and not the alleged wrongdoer, inserted the incontestability clause, and that it thereby offered an attractive inducement to the insured who would be defrauded were the provision held worthless. *Union Central Life Ins. Co.* v. *Fox*, 106 Tenn. 347, 61 S. W. 62. See *Patterson* v. *Natural Premium Life Ins. Co.*, 100 Wis. 118, 124, 75 N. W. 980, 984. See also 24 HARV. L. REV. 53. However, since the clause, though abrogated as to fraud, would still render the policy incontestable on all other grounds, it would only be an empty inducement in so far as the insured had relied upon immunity from charges of intentional wrong. And as such charges are difficult to falsify even after the death of the insured, it would seem that the chance of loss to innocent policyholders would hardly justify the protection of wrongdoers. *Welch* v. *Union Central Life Ins. Co.*, 108 Iowa 224, 78 N. W. 853; *Reagan* v. *Union Mutual Life Ins. Co.*, 189 Mass. 555, 76 N. E. 217. See *Mass. Benefit Ass.* v. *Robinson*, 104 Ga. 256, 271, 30 S. E. 918, 924.

INTERSTATE COMMERCE ACT — CONSTRUCTION OF FREE-PASS PROVISION. — The plaintiff sued in the Mississippi court for an injury due to the railroad's negligence, sustained on an interstate journey, while riding on the tender, with the engineer's permission, and without payment of fare. In Mississippi a person cannot recover for an injury sustained while violating the law. *Held*, that plaintiff cannot recover, as his presence on the tender was in violation of the free-pass provisions of the Interstate Commerce Act. *Illinois Central R. Co.* v. *Messina*, 240 U. S. 395.

By the Hepburn Amendment to the Interstate Commerce Act, no common carrier may "issue or give any interstate . . . free transportation for passengers," and a penalty is provided for "any person . . . who uses any such interstate . . . free transportation." 34 U. S. COMP. STAT. 584. To allow a friend to ride on the tender is clearly not within the scope of the engineer's authority. *Chicago & Alton R. Co.* v. *Michie*, 83 Ill. 427, 430; *Rucker* v. *Missouri Pacific Ry. Co.*, 61 Tex. 499, 501. See *Waterbury* v. *New York, etc. R. Co.*, 17 Fed. 671, 673. Nor would the friend be a passenger. *Files* v. *Boston & Albany R. Co.*, 149 Mass. 204, 21 N. E. 311. See J. H. Beale, Jr., "The Creation of the Relation of Carrier and Passenger," 19 HARV. L. REV. 250, 259, 265. It follows that the railroad was not giving "free transportation for passengers" under the act. The principal case therefore establishes that a person may violate the law by accepting a ride, although the railroad is not acting unlawfully in carrying him. The word "such," which seems to establish the same test for the person as for the carrier, is interpreted as merely an indication "that free transportation had been mentioned before." There is much force to the dissenting argument of Mr. Justice Hughes and Mr. Justice McKenna, that there is nothing in the general purpose of the free-pass provisions to call for such a departure from their literal language.

JUDGMENTS — LIENS — EXECUTION BY ONE JUDGMENT CREDITOR AS AFFECTING RIGHTS OF EQUAL JUDGMENT LIENORS. — A debtor, against whom there were docketed three judgments, inherited an interest in realty. By statute these judgments constituted liens on the debtor's realty and by decision they attached as liens of equal force to after-acquired realty. Excution was issued under one of the judgments and a sale of the debtor's interest was made to A. At a subsequent partitioning proceeding, A. sought to be preferred out of the proceeds of the original debtor's share to the extent of the judgment under which he bought. *Held*, that the proceeds of the share of the original judgment